

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPER-LABORER)

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

LABORERS' MASTER STRIPING AGREEMENT

This Agreement made and entered into this 1st day of July, 2000 by and between the **Associated General Contractors of California, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

P U R P O S E

The Contractors are engaged in the business of Striping, and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

ARTICLE I

General Provisions

The term "Association" shall refer to the Associated General Contractors of California, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

The term "Worker" or "Workers," as used herein, shall refer to a person or persons, in the labor market who are not employed.

The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

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Chief's Office

The term "Superintendent", as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.

Article II

Recognition of Bargaining Representatives

A. The Union hereby recognizes and acknowledges that the Association is the exclusive bargaining representative for its respective eligible members, present and future, who are or who become bound by this Agreement. The Union agrees that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

B. This Agreement shall be binding upon each and every eligible member of the Association with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Association shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether the member shall resign or be suspended from the Association prior to the expiration date of this Agreement, and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however that as to such former or suspended member, the provisions of Article VII and Article VIII shall not be applicable or in force from and after the time when a member resigns or is suspended from the Association. Such former or suspended member shall then be bound to the Laborers' Short Form Agreement for the Construction Industry (Striping Work Agreement).

C. The Association and the Contractor hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. Upon being presented with evidence that a majority of the individual Contractor's employees have signed an authorization to have the Union represent them, the Contractor shall execute an acknowledgment to that effect recognizing the Union as the bargaining representative of its employees under § 9(a) of the National Labor Relations Act. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

ARTICLE III

Coverage and Description

A. Geographical Coverage: This Agreement shall apply to the area generally known as the Eleven Southern California counties and more particularly described as the Counties of Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, and Mono. This Agreement shall also apply to the offshore islands of Southern California: Namely, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

B. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Association.

C. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

D. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between the Agreement and any such other Agreements, and no acts or things done by the parties to such Agreement or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties to this Agreement, except as otherwise provided in Article IV (Existing and Other Agreements).

E. This Agreement shall cover all striping and related work performed as part of the striping operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking.

2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic

bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts and other such surfaces.

6. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, repair and maintenance of equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

7. All work in connection with the repairing and filling of cracks on streets and highways.

F. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replaces, modifies or adds to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

G. In the event the Contractor performs any work not covered by this Agreement but within the scope of the Southern California Master Labor Agreement ("MLA") between the Union and the Association, the Contractor shall be bound to the terms and conditions of the MLA in the performance of such work.

H. Classifications listed in this Agreement which are not listed under this Article shall be included in the coverage and description of laborers' work claimed just as though incorporated in full in this Article. This does not restrict laborers from performing other work.